

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS

In the Matter of the Arbitration Proceedings between

JOHN HANCOCK LIFE INSURANCE COMPANY,
Petitioner,

Civil Action No.
04 10181MLW

and

SPHERE DRAKE INSURANCE LIMITED,
Respondent.

**JOHN HANCOCK LIFE INSURANCE COMPANY'S
MOTION TO STRIKE PORTIONS OF SPHERE DRAKE'S
SUPPORTING MEMORANDUM AND THE
AFFIDAVIT OF RAYMOND GORDON BELL WITH EXHIBITS
AND LOCAL RULE 7.1(A)(2) CERTIFICATE**

The plaintiff, John Hancock Life Insurance Company ("John Hancock"), hereby respectfully requests that this Court strike a portion of Sphere Drake Insurance Limited's Supporting Memorandum as well as the majority of statements contained in the Affidavit of Raymond Gordon Bell ("Bell Affidavit") with exhibits submitted in support of the defendant, Sphere Drake Insurance Limited's Motion to Dismiss or Stay John Hancock's Petition to Compel Arbitration Proceedings.

Specifically, John Hancock requests that the following be stricken by this Court:

1) the Background Section entitled "English Judgment" (pp. 3-6) in Sphere Drake's Memorandum in Support; 2) Paragraphs 2 (last sentence only), 3-34, 36-39, 41-62 and 64-65 of the Bell Affidavit; and 3) Exhibits A, B (1)-(17) and (20), C, D, E, G and H to the Bell Affidavit. As reasons therefore, John Hancock states that the Background Section of the Supporting Memorandum entitled "English Judgment" (pp. 3-6) contains immaterial, irrelevant and inflammatory statements. Moreover, the Bell Affidavit

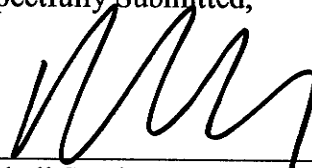
contains statements and exhibits that: 1) are immaterial, irrelevant and inflammatory; 2) are based on speculation rather than personal knowledge; 3) are argumentative and state legal conclusions; and 4) do not pertain to matters which Mr. Bell is qualified to attest.

In further support of this motion, John Hancock submits herewith a Memorandum of Law in Support, which is incorporated by reference herein.

REQUEST FOR ORAL ARGUMENT

Pursuant to Local Rule 7.1, John Hancock hereby requests oral argument on its Motion to Strike as it believes such will assist the Court in its ruling on this matter.

Respectfully Submitted,



Mitchell S. King, Esq. BBO#272810
Rhonda L. Rittenberg, Esq. BBO# 550498
Michael A. Calawa, Esq. BBO# 643517
Prince, Lobel, Glovsky & Tye LLP
585 Commercial Street
Boston, MA 02109
(617) 456-8000

Of Counsel
David A. Silva, Esq.
Mound, Cotton, Wollan & Greengrass
One Battery Park Plaza
New York, New York 10004
(212) 804-4200

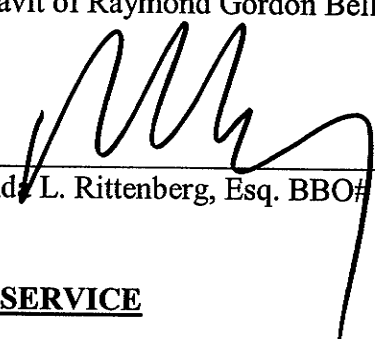
Attorneys for
John Hancock Life Insurance Company

Dated: February 11, 2004

LOCAL RULE 7.1(A)(2) CERTIFICATE

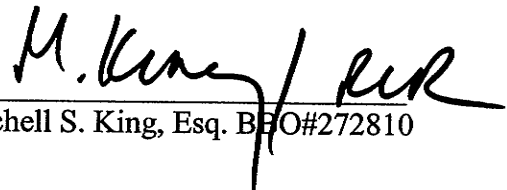
I hereby certify pursuant to Local Rule 7.1(A)(2) of the Local Rules of the United States District Court for the District of Massachusetts that I have conferred in good faith

with counsel for the Respondent but have been unable to resolve or narrow the issues set forth in John Hancock Life Insurance Company's Motion to Strike Portions of Sphere Drake's Supporting Memorandum And The Affidavit of Raymond Gordon Bell With Exhibits


Rhonda L. Rittenberg, Esq. BBO# 550498

CERTIFICATE OF SERVICE

I hereby certify that on this 11th day of February, 2004, I served a copy of the foregoing John Hancock Life Insurance Company's Motion To Strike Portions of Sphere Drake's Supporting Memorandum And The Affidavit of Raymond Gordon Bell With Exhibits by hand to the law firm Sally & Fitch and by regular mail to the law firm Butler Rubin Saltarelli & Boyd.


Mitchell S. King, Esq. BBO#272810